

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is entered into and effective as of 10/4/2021 (the “Effective Date”), by and between the City of Reading, a Pennsylvania municipal corporation (the “City”), and **Hawk Valley Associates, P.C.**, a Pennsylvania professional corporation (the “Consultant”).

Background

The City desires to engage the Consultant for the delivery of Engineering and Planning Review Services associated with the City’s Zoning and Planning Divisions in accordance with the Scope of Services attached hereto as Exhibit “A” (the “**Services**”).

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement; Scope of Services.** Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the Project on behalf of the City consistent with the terms of this Agreement.

2. **Performance of Services.**

(a) The Consultant shall perform the Services in accordance with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City’s authorized representatives, employees and elected officials of the City, and the agents or other consultants of them in relation to the performance of their respective contractual obligations to the City. The City’s retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant’s compensation.

(b) The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services.

(c) The Consultant shall utilize a secure and private electronic data, information and document storage database (e.g., Microsoft SharePoint) established by the City for all documents or data used or created in connection with the Services (“**Electronic Database**”). The Consultant shall, consistent with the City’s directions, promptly upload all documents or data used or created in connection with the Services to such Electronic Database when such documents or data are gathered, generated or prepared.

3. **Compensation.**

(a) The City shall pay the Consultant for the Services performed by the Consultant or its Subconsultants in compliance with the terms hereof in accordance with the schedule set forth on Exhibit “B”, attached hereto and incorporated herein.

(b) Any services to be performed that are outside the scope of this Agreement shall be memorialized in a change order executed by the City and Consultant with a detailed description of the scope of work and identification of the change to the Consultant's compensation resulting therefrom. Consultant shall not be entitled to any compensation for preparing proposals, amendments or change orders associated with this Agreement.

(c) "Reimbursable Expenses" are set forth in Exhibit C and are in addition to compensation for Services. Reimbursable Expenses incurred by the Consultant or its Subconsultants shall be submitted to the City without markup and shall be directly related to the performance of Services for the Project.

4. **Payments to the Consultant.**

(a) Payments of undisputed amounts are due and payable within sixty (60) days after the City's receipt of an invoice from the Consultant. Undisputed amounts unpaid after sixty (60) days from the City's receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.

(b) By the 15th of each month, the Consultant shall submit a detailed invoice to City by electronic mail, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in Exhibit A), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project's Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.

(c) If the City determines that the Consultant's invoice lacks sufficient detail or inappropriately block bills, the City will notify the Consultant promptly. Consultant shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the City.

(d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the Consultant of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.

(e) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

5. **Equipment and Supplies.** The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to City.

6. **Permits and Licenses.** The Consultant shall pay all fees and procure all necessary licenses and permits needed to conduct the Services, without any markup. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

7. **Term.** This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the “*Term*”).

8. **Independent Contractor.** The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9. **Confidentiality and Non-Disclosure.**

(a) In connection with the provisions of the Services to the City, the Consultant will have access to certain “Confidential Information” (as defined herein). For purposes of this Agreement, “***Confidential Information***” means all information of the City, the City or the Reading Area Water Authority (or information of another party which the City has in its possession) transmitted to the Consultant in connection with the performance of Services, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.

(b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City and the City, including their officers, elected officials, agents, and employees from all liability which may be incurred by reason of the Consultant’s unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees.

(c) Notwithstanding Sections 9(a) and 9(b), the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant’s prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this Agreement. Notwithstanding Sections 9(a) and 9(b), the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for the Consultant to protect its interest in this Agreement, but in each case only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

(d) The Consultant understands that it is being retained to provide professional services to the City in connection with a matter that may be subject to litigation. The Consultant and its work product shall not be disclosed to any third parties without the City’s prior consent or by an order of a court or governmental authority with jurisdiction.

10. **Copyrights and Licenses.**

(a) Drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City's request, the Consultant and/or its Subconsultants shall provide the City, the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services.

11. **Insurance & Indemnity.**

(a) During and throughout the entire Term of this Agreement, the Consultant and its Subconsultants shall maintain all such insurance products with the limits set forth below:

(i) Comprehensive General Liability (Per Project) – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

(ii) Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate.

(iii) Products & Completed Operations – Aggregate (Per Project) with a limit of not less than \$1,000,000. The Products & Completed Operations Insurance policy shall be maintained for a minimum of two (2) years after final payment and the Selected Consultant shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period.

(iv) Automobile Liability – with a combined single limit of not less than \$1,000,000.

(v) Excess Umbrella Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

(vi) Workers' Compensation – with coverage in compliance with the statutory requirements.

(vii) Employer's Liability – with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

(b) Within five (5) calendar days of the City's transmittal of the Notice of Award, the Consultant shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability, Products & Completed Operations, Automobile Liability, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City.

(c) All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide – Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

(d) Except as set forth above with respect to the Products & Completed Operations Insurance policy, each insurance policy shall remain in full force and effect until the expiration or termination of the Agreement or until all duties to be performed hereunder by the Consultant have been performed to the satisfaction of the City, whichever shall occur later.

(e) All Subconsultants performing work under the Agreement must also carry, at its own expense, the same insurance products in the same coverage amounts that the Consultant is required to carry, as identified above, during the term of the Agreement. No Subconsultant shall perform any work associated with the Project unless and until the City reviews and approves the certificates of insurance provided by such Subconsultant.

(f) The Consultant shall indemnify, defend and hold harmless City, its officials, officers, employees and/or agents, from and against any and all third party claims, losses, damages, expenses, costs or other liabilities, including reasonable attorney's fees, arising out of, or resulting from any breach of this Agreement and/or any act or omission of the Consultant or its Subconsultants, or any of their officials, officers, employees and/or agents or anyone directly or indirectly employed by them or anyone whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Consultant shall further indemnify, defend and hold harmless the City, its officials, officers, employees and/or agents from and against any and all claims made for infringement of any copyright, trademark or patent arising out of the use of any plans, designs, drawings, reports, data or specifications furnished by the Consultant or its Subconsultants in the performance of the Services.

12. **Representations and Warranties.**

(a) The Consultant represents that the Consultant possesses the training, skills and expertise necessary to perform the Services with the highest standards of the profession.

(b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.

(c) The Consultant represents and warrants that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services is to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.

(d) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

13. **Correction of Services.** The Consultant shall promptly correct any Services rejected by the City as failing to conform with the requirements of this Agreement, industry standards, or applicable laws, in the City's sole discretion, whether discovered before or after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the Consultant shall pay the City all costs, expenses, losses and damages incurred by the City to make such correction.

14. **Termination.**

(a) The City may immediately terminate this Agreement if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.

(b) In the event the City terminates this Agreement pursuant to Section 14(a), the City may assess any attorneys' fees, professional fees, costs and expenses, including, but not limited to employee time attributable to said event, to the Consultant. The Consultant shall immediately reimburse the City for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the City incurs attorneys' fees, professional fees, costs or expenses of any kind in the City's attempt to enforce such provision, the Consultant shall be liable to the City for the same. In such event, the City may deduct such amounts from any fees required to be paid to the Consultant pursuant to this Agreement.

(c) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.

(d) If the City fails to make payments to the Consultant of any undisputed amounts due in accordance with this Agreement without just cause relating to the Consultant's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Consultant shall give sixty (60) calendar days' written notice to the City during which period City may cure its nonperformance by making payment of all sums due to Consultant and not in dispute.

(e) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or

created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully transfer the Services to another service provider or other third-party. The Consultant shall maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

15. **Claims for Consequential Damages and/or Incidental Damages.** The Consultant waives claims against the Owner for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the Owner's termination in accordance with Sections 14 or 16(c). Notwithstanding anything else to the contrary in this Agreement, the Owner shall have the right to recover consequential damages and/or incidental damages from the Consultant to the extent permitted by law.

16. **Equal Employment Opportunity.**

(a) During the performance of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other protected status under local, state, or federal law.

(c) In the event of the Consultant's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.

17. **Employment of Certain Persons Prohibited.** No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.

18. **Subcontracts.** The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "***Subconsultant***"), shall be bound by the conditions of the Agreement.

19. **Right to Audit Records.** The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. The Consultant and its Subconsultants shall retain such books and records for a period of three (3) years from the date of final payment under the Agreement unless the City otherwise authorizes in writing a shorter period.

20. **Compliance with Applicable Laws and Standards.** The Consultant shall strictly comply with all applicable federal, state, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards in its performance of Services.

21. **Communicating with Governmental Agencies.** Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.

22. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

23. **Entire Agreement.** This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the more stringent terms shall govern.

24. **Alterations, Modifications or Additions of the Services.**

(a) The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted ("***Additional Services***"), the Consultant shall submit a proposal to the City setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the City, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

(b) The City shall pay the Consultant all compensation earned in the performance of Additional Services in accordance with Paragraph 4.

25. **Waiver.** No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

26. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

27. **Assignment.** This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.

28. **Third Party Beneficiaries.** The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant's Subconsultants as are available to the City hereunder. Furthermore, the parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant. The parties also acknowledge that the City shall be deemed a third party beneficiary of this Agreement and shall be entitled to rely on the quality of the Services rendered by the Consultant.

29. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by facsimile transmission with confirmation, to such party at its address set forth below:

If to the City:

Jamal Abodolo
Jamal.abodolo@readingpa.gov
David Peris
David.peris@readingpa.gov
815 Washington Street
Reading Pa, 19601

If to the Consultant:

J. Jerome Skrincosky, AICP
Jerome@HawkValley.com
207 Maple Grove Road
Mohnton, PA 19540

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

31. **Survival.** In the event of any termination of this Agreement, Sections 9, 10, 11, 13, 14, 31 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

32. **Background.** The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

33. **Drafting of Agreement.** The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waive the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.

34. **Exhibits.** Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity of the scope of services shall be resolved in favor of the performance of the greater degree, quantity or quality of services (as determined by the City).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

City of Reading:

DocuSigned by:
Mayor Eddie Moran
By: 9DBC26E27C594BB
Name: Eddie Moran
Title: Mayor

DocuSigned by:
Linda A. Kelleher CMC, City Clerk
By: 73DE031C240D451...
Linda A. Kelleher CMC, City Clerk

The Consultant:
Hawk Valley Associates, P.C.

DocuSigned by:
J. Jerome Skrincosky
By: 4668963B841D4AB
Name: J. Jerome Skrincosky, AICP
Title: President and Principal Planner

Exhibit A

Scope of Services

REQUEST FOR PROPOSALS
FOR
ENGINEERING AND PLANNING REVIEW SERVICES
CITY OF READING

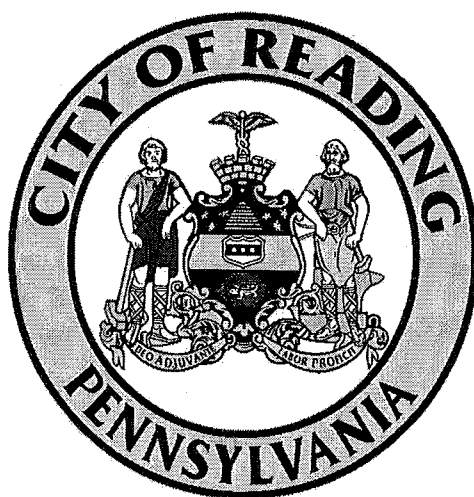


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I. REQUEST FOR PROPOSAL

The City of Reading ("City") is soliciting proposals (each, a "Proposal") from qualified firms (each, a "Proposer") for the delivery of technical engineering and planning assistance, plan reviews, and other services related to development in the City of Reading, hereinafter referred to as the "Program," as further described in the Scope of Services contained herein. The City reserves the right to award all, some or none of the Services set forth in this Request for Proposals ("RFP") to any one Proposer based on the City's review and assessment of the Proposals meeting the criteria set forth herein. The Proposals shall be submitted electronically via the Penn Bid Program (<https://pennbid.procureware.com>). Proposals shall be received until 3:00 p.m., prevailing time, on July 14, 2021. Proposals received via Penn Bid after the hour specified shall not be considered.

II. INTRODUCTION

PURPOSE

The City of Reading requires the services of a qualified firm to assist the City of Reading with engineering and planning review of subdivision, land development, and zoning applications (the "Services"). The proposal shall detail the tasks and deliverables for the work with qualifications of staff and subconsultants, hourly rates, and costs. The selected firm ("Consultant") shall enter into a contract with the City in substantially the same form as the attached contract, and any modifications shall be requested by request for clarification and issued by the City as an addendum.

SCOPE OF SERVICES

The Consultant will review subdivisions, land development, and zoning applications for compliance with City ordinances which may include:

Chapter 467, Sewers and Sewage Disposal;
Chapter 508, Streets and Sidewalks;
Chapter 505, Stormwater Management;
Chapter 515, Subdivision and Land Development;
Chapter 600, Zoning; and
Other relevant ordinances or provisions.

Upon signing of a contract, Services may include, but not be limited to the following:

- Review subdivision, land development and zoning applications for compliance with applicable ordinance provisions relating to stormwater management, grading, drainage, erosion and sedimentation controls, landscaping, lighting, solid waste management, utilities, parking and traffic management, and zoning compliance;
- Review as-built plan submissions and certifications for stormwater facilities, inspect constructed facilities and report compliance with approved plans; provide such documentation as may be required for compliance with MS4 permitting requirements.

- Review developer improvement agreements, stormwater facility maintenance and operations agreements, and cost estimates/analyses;
- Review plans for design and placement of improvements (e.g., streets, curbs, sidewalks, streetlights, street signs, sewers, monuments, landscaping, and shade trees) with consideration for vehicular and pedestrian site accessibility and impacts on parking and traffic;
- Review plans for impact on City utilities and services including sanitary sewage disposal, water supply, and other utilities;
- Conduct analysis of sewage flow capacity and provide other data necessary for municipal certification for Act 537 compliance;
- Review proposed erosion/sedimentation control measures;
- Review soil percolation test results/reports;
- Review applications and plans for compliance with ordinance provisions including Steep Slopes, Wireless Communications Facilities, Flood Plain Overlays, and Riparian Buffers;
- Provide written reports for subdivision/land development and zoning applications, which include a summary of compliance with all applicable ordinances and other laws, reference any external agency reviews which may be necessary, and make recommendations to the Planning Commission in consultation with City personnel;
- Attend public meetings and confer with staff as necessary;
- Conduct inspections of improvements, stormwater management facilities, sanitary sewage disposal facilities, and other inspections as needed to verify compliance with applicable ordinances and approved plans.

It is expected that the consultant will be available to work on site, as needed. The City currently has limited staff available to support the consultant and will rely on the personnel, experience and expertise of the consultant to ensure completion of the work.

The Consultant shall communicate regularly and coordinate with the City's project manager throughout all phases of the Program.

The Proposer shall prepare an approach to the Program and Project, as described below, which will be used as the scope of work for the Consultant Agreement.

DELIVERABLES

Services shall include the following deliverables.

The Consultant shall prepare written staff reports for each application requested by the Project Manager.

After each requested inspection, the Consultant shall prepare a written inspection report detailing compliance with relevant ordinances and approved plans.

Other reports and findings shall be provided upon request.

AVAILABLE BACKGROUND INFORMATION

Any available City documents associated with the Project will be made available to the Consultant. Each Proposer must submit a list detailing the specific information, records and documents it will need or expect from the City to perform the Services.

PROJECT SCHEDULE

The Selected Consultant shall begin work within ten (10) days of the City's issuance of a Notice to Proceed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget to develop and present a workable approach to the City. It is anticipated that the Services will be provided on an ongoing basis, with the initial contract to be through December 31, 2021.

III. PROPOSAL CONTENT

While there is not a specific page limitation, the Proposals shall provide a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Program, as set forth in this RFP. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals include the information and be organized in the manner specified below.

A. QUALIFICATIONS AND TECHNICAL PROPOSALS

As a component of the Proposal, each Proposer shall submit a "Technical Proposal" which shall include, without limitation, the information outlined in this RFP. The response under this section shall include the following:

1. Company Overview: Provide an overview of the prime firm and any subconsultants.
2. Project Qualifications and Experience:
 - a. The Proposer shall employ or contract with, at additional cost to the City, a professional engineer who is licensed to practice in the Commonwealth of Pennsylvania.
 - b. The Proposer shall demonstrate its knowledge and understanding of the Program and Project with specific examples of similar efforts. Include a summary of each such relevant project experience by the Proposer and any subconsultants.

- c. The Proposer shall submit at least three (3) of its clients (including names and phone numbers) as references and describe the relevant project (including dam size and type) for such clients.
 - d. The Proposer shall indicate its local knowledge and understanding.
- 3. Approach: The Proposer shall describe its understanding and the approach to completing the Program. The approach shall be written as a standalone section describing the scope of work in manner that can be used as part of the Consultant Agreement.
 - 4. Schedule: The Proposer shall provide preliminary Program and Project schedules showing the planned approach, key task activities and milestones necessary to meet the Program and Project schedules starting upon a Notice to Proceed. The Proposer shall identify significant potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.

B. COST PROPOSAL

Payment for Services shall be on an hourly basis. The Proposal shall include a "Cost Proposal which shall identify a schedule of the proposed hourly billing rates for all members of the Consulting Team to complete the Program. Expenses for telephone, facsimile, and computer charges will not be allowed.

If the Proposer anticipates additional Services not addressed in the bid form which, in its opinion, will be required for the Selected Consultant to complete the Project, such additional Services shall be noted on the bid form, with a general explanation of the Services, a brief justification as to why such Services may be required, and a corresponding proposal for the cost of such Services.

The Selected Consultant will invoice the City in accordance with the process set forth in the Cost Proposal as it is incorporated in the Contract for its performance of the Project.

The Proposer shall also provide a schedule of hourly billing rates in the event that the City requests, in writing, additional Services be performed outside of the scope of Services specified herein.

C. ASSIGNMENT OF KEY STAFF

The key member(s) of the proposed Consulting Team must be identified in the Proposal and assigned to the Project and must remain assigned and available to the Project for its duration unless such person leaves the employment of the Selected Consultant or the City agrees in writing to modify the proposed Consulting Team. If a key member leaves the employment of the Selected Consultant during the course of the Project, the City must be notified immediately, and the Selected Consultant must submit the name and credentials of the person replacing the key member for approval by the City prior to that person starting work on the Project.

D. SUPPLEMENTARY DOCUMENTS

The Proposer shall execute a Non-Collusion Affidavit, Non Discrimination Statement, Political Contribution Affidavit, Certification of Non-Indebtedness to the City as such documents are set forth below. Any Subconsultant identified in the Proposal shall also execute a Non Discrimination Statement and Political Contribution Affidavit, as such documents are set forth below. All such executed documents shall be included with the Proposal.

Each Proposer and any Subconsultants identified in the Proposal shall provide a completed Proposer's Statement for Public Disclosure, as such form is set forth below, with the Proposal.

IV. PROPOSAL PROCESS

By submitting a Proposal, each Proposer certifies that it has read the complete RFP, understands the Proposal process, and has full knowledge of the scope, nature and quality of work to be performed associated with this RFP, and accepts and agrees to all provisions of this RFP.

A. PROPOSER'S CLARIFICATION AND QUESTIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any City official, department director, division manager, employee, or the Project/Construction Manager related to this RFP prior to the submission of the Proposal with the exception of those questions relative to interpretation of specifications or the Proposal process.

Interpretations of the meaning of the RFP documents made to any Proposer orally shall not be binding on the City or any other Proposer.

The City is requesting that any questions or clarification requests be submitted in writing the Penn Bid Website until **June 28, 2021**. It is the City's intent to review these questions, and provide a response to all of the Proposers.

Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be conveyed in writing via the Penn Bid website no later than **July 7, 2021**.

After the Proposal has been submitted to the City, communications related to this RFP, the Proposal or the Services initiated by a Proposer to the City shall be prohibited until a Contract has been executed by the City. Any communication between a Proposer and the City shall only be initiated by the appropriate City employee or agent in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal.

Any prohibited communications initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future proposal.

B. CONFIDENTIALITY OF THE PROPOSAL

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence while the City is evaluating the Proposals. After the City and Selected Consultant have executed the Contract, all Proposals will become public records. Copies of said public records may be requested through the City's Chief Clerk's office.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer requests in writing that the City does so and the City agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that entire Proposal is confidential shall be unacceptable.

The Proposal will become the exclusive property of the City and will not be returned.

C. EVALUATION OF PROPOSALS

The award of the Services associated with this RFP may or may not be made to the Proposer submitting the lowest price Cost Proposal. The award will be made to the Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration, without limitation the evaluation factors set forth below:

1. Experience, qualifications, and commitment of the Consulting Team
 - a. The degree to which the personnel on the Consulting Team have held responsible project positions for similar street design and construction projects;
 - b. The degree to which the Consulting Team brings experience in the full range of skills (e.g.: familiarity with PennDOT design and construction methods), and expertise needed to accomplish the scope of work in all task areas;
 - c. The specific commitments made in the Proposal for staffing the Consulting Team, including percent of Project Manager's time dedicated to the Project;
 - d. Certification of the Firm as a Minority Business Enterprise or Women Business Enterprise;
 - e. Experience within the local region (City of Reading and Berks county); and
 - f. Any other experience and/or criteria the committee deems relevant.
2. Experience and past performance of the Proposer and Consulting Team members on similar projects within the last five years:
 - a. The experience of the Proposer and Consulting Team members in conducting projects of similar nature and complexity;
 - b. The ability of the Proposer to draw on this experience to benefit the Project; and
 - c. Any other experience and/or criteria the City deems relevant.
3. Method of accomplishing the scope of work
 - a. Proposed organization of the work;

- b. Unique capabilities that may influence the Project;
- c. Understanding of the appropriate levels of effort required (hours) for various tasks;
- d. Ability to identify Project risks and implement methods to mitigate or eliminate such risks to complete the Project within the proposed schedule, estimated budget and with the quality and/or performance specifications identified herein;
- e. Appropriate Project financial and management controls including, but not limited to,
 - i. Clear method and effort level of meeting and tracking progress of schedule milestones, intended outcomes and deliverables for each task
 - ii. Quality assurance
 - iii. Project financial controls and invoicing systems

4. Any other experience and/or criteria the City deems relevant.

PROPOSAL SUBMISSION

All proposals, including the pricing, shall be uploaded to the Penn Bid website (<https://pennbid.procurement.com>) no later than 3:00 p.m., prevailing time, on July 14, 2021. Any proposals received after that time will not be considered.

WITHDRAWAL OF PROPOSALS

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided the Proposer makes its request to withdraw in writing and the request is received and acknowledged by the City in writing prior to the time specified for the Proposal Opening.

Negligence by Proposer in preparing its Proposal confers no right of withdrawal or modification of its Proposal after such Proposal has been opened. No claims on account of mistakes or omissions in any Proposal will be considered. Proposals are deemed a firm offer and each Proposer agrees that its Proposal shall not be withdrawn within one hundred twenty (120) days from the Proposal Opening.

D. PROCEDURE FOR REVIEW OF PROPOSALS

The City shall conduct a preliminary evaluation of all Proposals based on the information provided. The City will first review each Technical Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a Proposal.

Upon completing its technical review, the City will evaluate and score each of the Technical Proposals. The City will then open each of the Cost Proposals and complete a similar review, evaluation, and scoring.

The City may arrange for meetings or interviews with one or more of the Proposers to clarify any aspect of its Proposal and to give a Proposer the opportunity to explain its credentials. The City has the responsibility to negotiate the most favorable cost, terms and conditions for the City. The negotiating process may involve one or more Proposers, and may continue until the Contract is

executed by the Selected Consultant. The City will contact the Proposers selected for an interview with the date and time for their respective interviews.

E. WINNING PROPOSAL

The City will select a winning Proposal if the City determines that an appropriate, acceptable and complete Proposal is submitted by a responsible Proposer which the City, at its sole and exclusive discretion, determines will provide the best overall value to the City.

V. CONTRACT TERMS REQUIRED TO COMPLETE THE PROJECT

The City will notify the selected Proposer with a "Notice of Award". The selected Proposer and the City will execute a contract, in a form substantially similar to the proposed contract for the completion of the Services identified in this RFP (the "Contract") within seven (7) calendar days after the City's transmittal of the Notice of Award. If the selected Proposer does not accept the Contract presented by the City within such time, the City may, in its sole discretion, withdraw the Notice of Award. Subject to the City's reservation of rights below, the City may select another Proposer to award the Contract or withdraw the RFP.

The Contract, when executed, shall be deemed to be the entire agreement between the parties; the Selected Consultant shall not base any claim for modification of the Contract upon any prior representation or promise made by the representatives of the City, or other persons. This RFP will be attached as an exhibit to the Contract.

The Contract will include, without limitation, the following terms and conditions:

A. INSURANCE

The Selected Consultant shall be an independent contractor. The Selected Consultant shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things. The Selected Consultant shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during its performance of the Project.

The Selected Consultant shall maintain such insurance as will protect it from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under the Contract, whether such operations be by itself, by any Subconsultant or anyone directly, or indirectly employed by either of them.

The minimum amount of liability insurance to be maintained by the Selected Consultant and its Subconsultants are identified in the Contract.

B. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, the Selected Consultant agrees as follows:

The Selected Consultant will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Selected Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Selected Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice.

The Selected Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Selected Consultant's noncompliance with the non-discrimination clauses above or with any applicable laws, the Contract may be canceled, terminated, or suspended in whole, or in part and the Selected Consultant may be declared ineligible for further City contracts.

The Selected Consultant shall include the paragraphs set forth in this section in every subcontract or purchase order unless exempted.

C. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Contract.

D. ALTERATIONS OR MODIFICATIONS

The Contract will be under the direct supervision of the City, its authorized representatives or its agents. Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Selected Consultant and the City's authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by a written agreement and signed by the City's Managing Director.

E. SUBCONTRACTS

The Selected Consultant will not be allowed to subcontract work under the Contract unless prior written approval of each Subconsultant is granted by the City in its sole discretion. The Subconsultants shall be bound by the conditions of the Contract and shall execute and deliver to the City a Political Contribution Affidavit and Non Discrimination Statement prior to performing any Services under the Contract. All required notices, work orders, directives and requests for emergency Services will be directed to the Selected Consultant. All directions given to a Subconsultant in the field shall bind the Selected Consultant as if the notice had been given directly to the Selected Consultant.

F. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Selected Consultant or any of its Subconsultants to the extent that such books and records relate to the Contract or its performance of the Project. Such books and records shall be maintained by the Selected Consultant and its Subconsultants for a period of three (3) years from the date of final payment under the Contract unless a shorter period is otherwise authorized in writing.

G. DISSEMINATION OF INFORMATION

During the term of the Contract, the Selected Consultant may not release any information related to the Services or performance of Services under the Contract, nor publish any report or documents relating to the City, the account or performance of Services under the Contract without prior written consent of the City. The Selected Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from all liability or damages which may be incurred by reason of the Selected Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the Contract by the Selected Consultant or its agents or employees.

H. BUSINESS PRIVILEGE LICENSE AND TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

I. PERMITS / LICENSES

The Selected Consultant shall pay all fees and procure all licenses and permits necessary to complete the Project after first obtaining the written approval of the City. The Selected Consultant may invoice the City for the actual fees paid to the applicable regulatory agency to procure such licenses and permits. The Selected Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of the Contract.

J. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Selected Consultant shall comply with all applicable Federal, State, and Local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards.

VI. RESERVATION OF RIGHTS

The City reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- a. To reject all Proposals and re-issue the RFP at any time prior to execution of a final Contract; to require, in any RFP for similar products and/or Services that may be issued subsequent to

this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

- b. To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the City to reject the Proposal.
- c. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract.
- d. To accept or reject any or all of the items in any Proposal and award a contract for the whole or only a part of any Proposal if the City determines, in its sole discretion, that it is in the City's best interest to do so.
- e. To reject the Proposal of any Proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable, or is otherwise not responsible.
- f. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal.
- g. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
- h. To request that one or more of the Proposer modify their Proposals, including, but not limited to, modifying the pricing or provide additional information.
- i. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- j. To require that the Proposer appear for interviews and/or presentations of their Proposals at City offices.
- k. To inspect projects similar in type and scope to the work sought in this RFP.
- l. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to a proposal. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a proposal higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent of Proposer)

of _____, the Proposer that
(Name of the Proposer)
has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal or complementary proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of proposals for this Contract.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

My Commission Expires: _____

POLITICAL CONTRIBUTION AFFIDAVIT

INSTRUCTIONS FOR POLITICAL CONTRIBUTION AFFIDAVIT

1. This Political Contribution Affidavit is material to any contract pursuant to all proposals. Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance places limitations and restrictions on the City's purchase of Services from a professional business entity, as defined therein, under certain circumstances related to political contributions.
2. This Political Contribution Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer. In addition, this Political Contribution Affidavit must be signed by any Subconsultant the Proposer identifies in the Proposal. To the extent a Subconsultant is identified by the Selected Consultant after submission of the Proposal, said Subconsultant shall sign this Political Contribution Affidavit prior to performing any Services on behalf of the City.
3. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Political Contribution Affidavit must be submitted separately on behalf of each party.
4. Failure to file a Political Contribution Affidavit in compliance with these instructions will result in disqualification of the Proposal.

POLITICAL CONTRIBUTION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)of _____ (the "Proposer"),
(Name of the Proposer)

the Proposer that proposes to perform Services to the City of Reading;

(2) The Proposer hereby certifies, swears and represents to the City of Reading under penalty of perjury that it has not made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8.2 of the City of Reading's Codified Ordinance.

(3) The Proposer certifies, swears and represents that it has not knowingly made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance and has not made or solicited contributions through intermediaries, third parties, immediate relatives, or PACs for the purpose of concealing the source of the contribution.

(4) Without limiting the generality of the foregoing, the Proposer certifies, swears and represents that neither the said Proposer, nor any of its principals who own 10% or more of the equity in the Proposer, officers of the Proposer in the aggregate or subsidiaries directly controlled by the Proposer made any contribution of money or pledge of a contribution, including in-kind contributions to (i) any campaign committee of any candidate for elective City office or to the current holders of any elective City office, or (ii) to any City of Reading party committee, or (iii) to any municipal party committee within the City of Reading, or (iv) to any candidate committee, state, or county political party or any Political Action Committee ("PAC") that is engaged in the financial or in kind support of candidates for elective City of Reading offices, City elections and/or City of Reading political parties in excess of the maximum thresholds specified below within one calendar year immediately preceding the date of the Proposal. Proposer, its principals, officers or subsidiaries may annually contribute a maximum of \$300 each or up to the amount of reportable contributions as may from time to time be established by State or Federal Law for any purpose to any candidate for elective City office or current office holder, or \$500 to any City of Reading party committee, or municipal party committee within the City of Reading, or to a single or joint campaign account of a candidate committee, state or county political party or PAC. Any group of individuals, including principals, partners, and officers of the Proposer in the aggregate, may annually contribute a maximum of \$2,500 to all candidates for elective City offices and to officeholders with ultimate

responsibility for the award of the contract, and all City and state political parties, municipal party committees within the City of Reading and PACs.

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal was submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading and subject to penalty of perjury.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

My Commission Expires: _____

PROPOSER'S STATEMENT FOR PUBLIC DISCLOSURE

If space on this form is inadequate for any requested information, this should be furnished on an attached page which refers to the appropriate numbered item on this Proposer's Statement for Public Disclosure.

1. a. Name of Proposer:

 b. Address and Zip Code of Proposer:
2. If the Proposer is not an individual doing business under his own name, the Proposer has the status indicated below:

 _____ a corporation organized under the laws of _____

 _____ a partnership organized under the laws of _____

 _____ a limited liability company organized under the laws of _____

 _____ a joint venture organized under the laws of _____

 _____ other (explain) _____ organized under the laws of _____
3. If the Proposer is not an individual or a government agency or instrumentality, give date of organization: _____
4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:
 - a. If the Proposer is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.
 - b. If the Proposer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
 - c. If the Proposer is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
 - d. If the Proposer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS & ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Proposer (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Proposer, or more than 50% of the stock in a corporation which holds 20% of the stock of the Proposer).

NAME, ADDRESS & ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:

7. Is the Proposer a subsidiary of or affiliated with any other corporation or any other firm or firms?

___ YES ___ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Proposer, and identify the officers and directors or trustees common to the Proposer and such other corporation or firm:

Subsidiary or Affiliated Entity Name	Address	Relationship to Proposer	Common Officers, Directors or Trustees

8. List the federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Proposer or any of the principals of the Proposer is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

9. If the Proposer or a parent corporation, a subsidiary, an affiliate or a principal of the Proposer is to participate in the Project as a Subconsultant:

a. Name and address of such Subconsultant:

Name of Subconsultant	Address

b. Has such Subconsultant within the last 10 years ever failed to qualify as a responsible bidder or proposer, refused to enter into a contract after an award has been made, or failed to complete a contract?

___ YES ___ NO. If yes, explain:

c. Outstanding contract bids of such Subconsultant:

Awarding Agency	Amount	Date Opened
	\$	
	\$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subconsultant for the performance of the work or Services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subconsultant.

11. a. Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___ YES ___ NO. If yes, explain:

b. Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___ YES ___ NO. If yes, explain:

CERTIFICATION

I (We) _____ certify that this Proposer's Statement for Public Disclosure is true, accurate and complete to the best of my (our) knowledge and belief(s) after reasonable inquiry.

DATED:

DATED:

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(ADDRESS & ZIP CODE)

(ADDRESS & ZIP CODE)

1 - If the Proposer is an individual, this Proposer's Statement for Public Disclosure should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: It is unlawful to knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter to a public servant under Section 1001, Title 18, of the U.S.C. and Section 4904, Title 18 of the Pennsylvania Consolidated Statutes. Penalties may include a fine of not more than \$10,000, imprisonment of not more than five years, or both.

CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

Proposer hereby certifies and represents that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Proposer and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Proposer shall be liable for all excess costs and other damages resulting from the termination).

Proposer: _____

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

Name: _____

By: _____

Title: _____

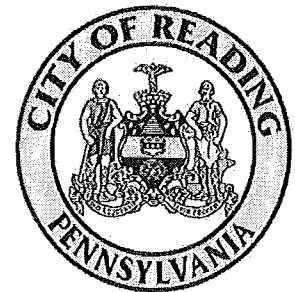
City of Reading

Berks County, Pennsylvania

Proposal for Professional Engineering and Planning Review Services

Submitted To: *City of Reading*
815 Washington Street
Reading, PA 19601

Submission via Penn Bid Program



Submitted By: *Hawk Valley Associates, PC*
207 Maple Grove Road
Mohnton, PA 19540

Telephone: (610) 775 - 7392

E-Mail: Jerome@HawkValley.com



Website: HawkValley.com

Proposal Date: *July 12, 2021*

Part 1 of 3

Hawk Valley Associates, P.C.

Professional Planning, Zoning and Community Development Services

July 12, 2021

City of Reading
815 Washington Street
Reading, PA 19601

RE: Proposal for Engineering and Planning Review Services

Dear City of Reading,

Hawk Valley Associates, P.C. (HVA) is pleased to submit its proposal to the City of Reading for the professional engineering, planning and zoning services to review services that have been referenced within the Request for Proposals (RFP) issued by the City of Reading.

The HVA Project Team has unique and proficient capabilities to complete all assignments requested by the City of Reading that are relative to engineering, planning and zoning services. In order to enhance our professional depth and services, HVA shall join efforts with McCarthy Engineering Associates, Inc. (MEA) to serve the City of Reading on an as needed basis.

On behalf of the HVA Project Team, we welcome the opportunity to continue to work with the City of Reading on projects that are related to the RFP and this Proposal. If you should have any questions or would like to schedule a meeting to discuss our proposal, please contact Jerome Skrinicosky by telephone at (610) 775 - 7392 or by email at Jerome@HawkValley.com. Thank you for considering the HVA.

Sincerely,



J. Jerome Skrinicosky, AICP
President and Principal Planner

Proposal Endorsed by HVA with Enclosures

HVA Federal ID Number: 23 - 3088598

PA Employer ID Number: 9116 - 4868

Contents of HVA Proposal Part 1 of 3

Section 1: Project Understanding and Approach

Section 2: The HVA Project Team

Section 3: Scope of Services

Section 4: Cost Proposal

Part 2 of 3: Contract and Supplemental Documents

Part 3 of 3: HVA Corporate Profile; MEA Qualifications;
Professional Resumes; and References

Telephone: (610) 775 - 7392
Mobile: (610) 823 - 2219



Email: Jerome@HawkValley.com
Website: www.HawkValley.com

Section 1: Project Understanding and Approach

The City of Reading issued a Request for Proposals (RFP) from qualified consultants for Engineering and Planning Review Services. Hawk Valley Associates (HVA) was appointed by the City of Reading in 2020 in order to provide professional planning and zoning services on an as needed basis. In order to enhance our professional depth and services, HVA shall join efforts with McCarthy Engineering Associates, Inc. (MEA) to serve the City of Reading for engineering, planning and zoning services that will be required for the review of subdivision plans, land development plans and zoning applications. These services are outlined within the Scope of Services (refer to Section 3 of this Proposal).

The HVA Proposal has been designed to consider all planning, zoning and engineering services that have been specified by the RFP. If requested by the City of Reading, these professional services can be divided so that planning and zoning services can be completed under one contract and the engineering services can be completed under a second contract. The HVA Project Team is prepared to provide all professional services to the City of Reading during the 2021 and 2022 calendar years.

Section 2: The HVA Project Team

Hawk Valley Associates (HVA) shall designate qualified professionals who represent local municipalities on a daily basis. If selected, the HVA Project Team shall include the following professional consultants:

Jerome Skrincosky, AICP will be the Principal Planning and Zoning Consultant to the City of Reading. He is a certified planner with over 36 years of professional experience and has represented over 120 municipalities within the Commonwealth of Pennsylvania. Jerome will continue to review all subdivision plans, land development plans, zoning permits and zoning applications, attend all Planning Commission Meetings and other tasks specified by the Scope of Services.

James C. McCarthy, PE will be a Senior Engineering Consultant to the City of Reading. He is a professional engineer with over 30 years of profession experience representing numerous clients in the public and private sectors. Jim has extensive experience with sanitary sewage disposal, water supply, land development design, stormwater management and municipal site improvements that will benefit the City of Reading for the required engineering services specified in the Scope of Services.

Christopher Falencki, PE will be a Senior Engineering Consultant to the City of Reading. He has over 39 years of professional experience representing several municipalities within Berks County. Chris has extensive experience with sanitary sewage disposal, land development design, stormwater management, streetscape design, parking and municipal site improvements.

David K. Roberts will be an Engineering Consultant to the City of Reading. He has 5 years of professional experience as a stormwater management and water resources specialist.

Nicholas Perilli will be an Engineering Consultant to the City of Reading. He has 2 years of professional experience representing the public and private sectors.

The HVA Project Team includes professional engineers and a certified planner with 112 cumulative years of experience. MEA employs 25 professionals that are capable of providing support to meet the community development, utility and infrastructural needs of the City of Reading. A copy of the resumes for the HVA Project Team has been included within the Statement of Qualification for this Proposal.

Section 3: Scope of Services

The HVA Project Team has prepared the following Scope of Services in order to be generally consistent with the Request for Proposals (RFP) issued by the City of Reading. This Proposal shall account for the two (2) principal areas for consulting services that are stipulated by the RFP.

3.1 Planning and Zoning Services

Upon authorization and/or directions provided by the City of Reading, the HVA Project Team shall complete the following planning and zoning assignments:

- (A) The HVA Project Team shall review all applications in accordance with the provisions that have been established by the City of Reading, which shall include:
 - Chapter 467, Sewers and Sewage Disposal;
 - Chapter 508, Streets and Sidewalks;
 - Chapter 505, Stormwater Management;
 - Chapter 515, Subdivision and Land Development;
 - Chapter 600, Zoning; and
 - Other relevant ordinances or provisions.
- (B) Review Subdivision and Land Development Applications in accordance with Chapter 600 (Zoning), Chapter 515 (Subdivision and Land Development) and other relevant provisions established by the City of Reading Code.
- (C) Review Zoning Permit Applications in accordance with the provisions established by Chapter 600 (Zoning) of the City of Reading Code.
- (D) Review Zoning Hearing Board Applications (Zoning Variances and Special Exceptions) in accordance with the provisions established by Chapter 600 (Zoning) of the City of Reading Code.
- (E) Review Zoning and Floodplain Permit Applications in accordance with the provisions established by Chapter 600 (Zoning) of the City of Reading Code and the Federal Emergency Management Agency (FEMA).
- (F) Review Sewage Facilities Planning Modules, as directed and authorized by the City of Reading and the Pennsylvania Department of Environmental Protection.
- (G) Review Record Plans and As-Built Plans.
- (H) Review applications and plans for compliance with specific provisions including: signs; site accessibility; driveways; off-street parking and loading; steep slope; airport overlays; wireless communications facilities; historic resources; and riparian buffers.
- (I) Review adaptive reuse plans, revitalization plans, architectural plans, building facades, floor plans, landscaping plans, street trees and streetscape improvements in order to consider the community vision and neighborhood character of each application.

- (J) Conduct site inspections of municipal improvements for approved plans.
- (K) Prepare municipal ordinances and amendments.
- (L) Prepare municipal plans, reports and special studies.
- (M) Assist the City of Reading with grant applications to implement the overall community vision and the Comprehensive Plan

3.2 Engineering Services

Upon authorization and/or directions provided by the City of Reading, the HVA Project Team shall complete the following engineering assignments:

- (A) The HVA Project Team shall review all applications in accordance with the provisions that have been established by the City of Reading, which shall include:
 - Chapter 467, Sewers and Sewage Disposal;
 - Chapter 508, Streets and Sidewalks;
 - Chapter 505, Stormwater Management;
 - Chapter 515, Subdivision and Land Development;
 - Chapter 600, Zoning; and
 - Other relevant ordinances or provisions.
- (B) Review Subdivision and Land Development Applications in accordance with Chapter 600 (Zoning), Chapter 515 (Subdivision and Land Development) and other relevant provisions established by the City of Reading Code.
- (C) Review Stormwater Management Plans and Reports, including field testing requirements, in accordance with Chapter 505 (Stormwater Management) and Chapter 515 (Subdivision and Land Development), as directed and authorized by the City of Reading and the Pennsylvania Department of Environmental Protection.
- (D) Review Erosion and Sedimentation Control Plans in accordance with Chapter 505 (Subdivision and Land Development) and Chapter 515 (Stormwater Management).
- (E) Coordinate efforts with the City of Reading for MS4 and NPDES compliance.
- (F) Review Zoning and Floodplain Permit Applications in accordance with the provisions established by Chapter 600 (Zoning) of the City of Reading Code and the Federal Emergency Management Agency (FEMA).
- (G) Review subdivision and land development plans for impact on transportation (vehicles and pedestrian) and utility services (sanitary sewer, water supply and stormwater).
- (H) Review Sewage Facilities Planning Modules and sanitary sewer site improvements in accordance with Chapter 467 (Sewers and Sewage Disposal), as per the City of Reading Code, Act 537 Plan and the Pennsylvania Department of Environmental Protection.

- (I) Review proposed street, alley, driveway, sidewalks, crosswalks, handicapped ramps, curbs, street signs, utilities, streetlights, shade trees and other site improvements within the right-of-way in accordance with Chapter 505 (Subdivision and Land Development) and Chapter 508 (Streets and Sidewalks) as per the City of Reading Code and the Pennsylvania Department of Transportation.
- (J) Conduct site inspections of municipal improvements for approved plans.
- (K) Review Record Plans and As-Built Plans.
- (L) Review plans in accordance with: Steep Slope Overlays; Historic Overlays; Wireless Communications, Airport Overlay Zones, Floodplain Overlay and Riparian Buffers.

3.3 Project Coordination, Meetings and Deliverables

- (A) The HVA Project Team shall provide review letters and/or issue technical reports for all proposed subdivision/land development plan applications and zoning applications, which include a summary of compliance with all applicable ordinances and other laws, reference any external agency reviews which may be necessary, and provide recommendations to the City of Reading Planning Commission, departments and staff members.
- (B) All plan review letters and technical reports shall be initially submitted to the City of Reading within fifteen (15) days of receipt of the plans or documents. The letters and reports shall be finalized within twenty-five (25) days of receipt of the plans or documents.
- (C) The HVA Project Team shall be available to work on site, on an as needed basis. It is understood that the City of Reading currently has limited staff available to support the consultant and will rely on the personnel, experience and expertise of the consultant to ensure completion of the work.
- (D) The HVA Project Team shall be available to attend periodic zoom meetings with various department heads and staff members.
- (E) The HVA Project Team shall be available to attend Planning Commission meetings

3.4 General Support Services

- (A) The HVA Project Team has the capacities to provide additional services to the City of Reading. The HVA Corporate Overview and the MEA Technical Qualification provide an outline of the depth and services that can be provided to the City of Reading.
- (B) If requested by the City of Reading, the professional services specified by this Scope of Services can be divided so that planning and zoning services can be completed under one contract and the engineering services can be completed under a second contract.
- (C) The Consulting Agreement and Supplemental Documents required by the RFP have been included as part of Part 2 of 3 of this Proposal.
- (D) A Statement of Qualifications has been provided as Part 3 of 3 of this Proposal.

City of Reading

Berks County, Pennsylvania

Hawk Valley Associates, P.C.

***Proposal for Professional Engineering
and Planning Review Services***

Contract and Supplemental Documents

HVA Proposal Part 2 of 3

- ***Certification of Acknowledgement of Receipt of Addendum***
- ***Non-Collusion Affidavit***
- ***Political Contribution Affidavit***
- ***Proposer's Statement for Public Disclosures***
- ***Certification of Non-Indebtedness to the City of Reading***
- ***Non Discrimination Statement***
- ***Consulting Agreement***

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

REF:

Engineering and Planning Review
Services

DUE DATE:

July 14, 2021
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE;

Q1. Is there an opportunity to extend the contract time?

A1. *The initial contract term is anticipated to run through December 31, 2021, and may be extended for a period of twelve (12) months by written agreement between the City and Consultant.*

Q2. To what extent is detailed traffic engineering review expected?

A2. *The Consultant will be required to provide traffic engineering to the extent stated in City ordinances with respect to subdivision and land development traffic planning. This would include, but not limited to, the SALDO and Zoning ordinances that relate to traffic planning. Other ordinances, such as Chapter 508 Streets and Sidewalks, would apply where those ordinances should be considered during the planning stage. The consultant will be expected to determine when a traffic impact study is needed, and shall provide experienced advice related to the review of impact studies and parking studies with an emphasis on traffic safety and traffic congestion reduction. The Consultant shall provide review of the developer's traffic signal permits during the land development phase. The Consultant will not be required to manage city street vacations, conduct field surveys, or provide traffic signal or intersection designs.*

Q3. Relative to Act 537 compliance and planning modules, to what extent will City staff provide conveyance and treatment capacity information?

A3. *The Consultant will be expected to evaluate land development plans to determine when DEP sewer planning is required, and shall advise the developer of what documentation is required to be provided. The Consultant shall coordinate closely with Public Works during the planning process. For those applications where sewer planning is required, the Consultant shall review and relay the conveyance and treatment components from the developer to Public Works for processing. Public Works will complete the conveyance and treatment engineering, will prepare and process the requisite resolution through City Council, and will return the completed components back to the Consultant. The Consultant shall ensure that the developer properly completes all of the planning modules and submits a complete module package to the DEP. The Consultant shall notify Public Works when the submission is made to PA DEP and when additional information is required for DEP approval. It is assumed that all documentation*

will be handled electronically.

Q4. To what extent will the consultant be expected to provide daily construction observation for developer improvements for which financial security has been provided?

A4. The Consultant is expected to conduct all necessary field inspections for the required improvements in accordance with the terms of the Developer's Improvement Agreement. The Consultant shall provide a written report to the City Engineer of the condition of the improvements and shall make recommendations as to whether the work is acceptable. Continuous inspection is not required, but it will be the Consultant's responsibility to coordinate with the developer and their contractor to determine the best schedule for conducting the field inspections.

Q5. What turnaround time will be expected for plan reviews, from the date a submission is received to the date a review letter is issued?

A5. Application reviews will be expected within a reasonable period to allow the City to comply with all relevant deadlines in its ordinances and the Municipalities Planning Code. Typical review time should be provided within fourteen (14) days; however, a shorter turnaround period may be required in some cases.

Q6. Will the selected consultant be allowed to prepare Land Development and/or Subdivision Plans for projects in the City, with the understanding that another entity (not the consultant) would review the plans in those cases?

A6. The City may agree to allow consultants to prepare subdivision and/or land development application for projects in the City, subject to advance approval by the City and appropriate steps for recusal.

Q7. Is the City amenable to the submission of legal exceptions to the Terms and Conditions of the template Agreement with our Proposal or will any potential Agreement negotiations be addressed subsequent to selection?

A7. The Proposal should include any proposed exceptions to the template Agreement, which the City will consider in making its selection.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Hawk Valley Associates, PC

Authorized Signature 

Title Owner and President

Name (Type or Print) Jerome Skrincosky, AICP

Date July 12, 2021

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to a proposal. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a proposal higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Berks

Jerome Skrincosky, AICP, being first duly sworn, deposes and says that:

(1) He/She is Owner and President
(Owner, Partner, Officer, Representative or Agent of Proposer)

of Hawk Valley Associates, PC, the Proposer that
(Name of the Proposer)
has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal or complementary proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that Hawk Valley Associates, PC understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of proposals for this Contract.

Name: Jerome Skrincosky, AICP

By:

Jerome Skrincosky
Authorized Signatory

Title:

President

President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 9 DAY
OF July, 20 21

Cristina Paff
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Cristina Paff, Notary Public
Berks County
My commission expires October 27, 2023
Commission number 1264417
Member, Pennsylvania Association of Notaries

My Commission Expires: October 27, 2023

POLITICAL CONTRIBUTION AFFIDAVIT

INSTRUCTIONS FOR POLITICAL CONTRIBUTION AFFIDAVIT

1. This Political Contribution Affidavit is material to any contract pursuant to all proposals. Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance places limitations and restrictions on the City's purchase of Services from a professional business entity, as defined therein, under certain circumstances related to political contributions.
2. This Political Contribution Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer. In addition, this Political Contribution Affidavit must be signed by any Subconsultant the Proposer identifies in the Proposal. To the extent a Subconsultant is identified by the Selected Consultant after submission of the Proposal, said Subconsultant shall sign this Political Contribution Affidavit prior to performing any Services on behalf of the City.
3. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Political Contribution Affidavit must be submitted separately on behalf of each party.
4. Failure to file a Political Contribution Affidavit in compliance with these instructions will result in disqualification of the Proposal.

POLITICAL CONTRIBUTION AFFIDAVITState of PennsylvaniaCounty of BerksJerome Skrincosky, AICP, being first duly sworn, deposes and says that:

- (1) He/She is Owner and President
(Owner, Partner, Officer, Representative or Agent)

of Hawk Valley Associates, PC (the "Proposer"),
(Name of the Proposer)

the Proposer that proposes to perform Services to the City of Reading;

(2) The Proposer hereby certifies, swears and represents to the City of Reading under penalty of perjury that it has not made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8.2 of the City of Reading's Codified Ordinance.

(3) The Proposer certifies, swears and represents that it has not knowingly made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance and has not made or solicited contributions through intermediaries, third parties, immediate relatives, or PACs for the purpose of concealing the source of the contribution.

(4) Without limiting the generality of the foregoing, the Proposer certifies, swears and represents that neither the said Proposer, nor any of its principals who own 10% or more of the equity in the Proposer, officers of the Proposer in the aggregate or subsidiaries directly controlled by the Proposer made any contribution of money or pledge of a contribution, including in-kind contributions to (i) any campaign committee of any candidate for elective City office or to the current holders of any elective City office, or (ii) to any City of Reading party committee, or (iii) to any municipal party committee within the City of Reading, or (iv) to any candidate committee, state, or county political party or any Political Action Committee ("PAC") that is engaged in the financial or in kind support of candidates for elective City of Reading offices, City elections and/or City of Reading political parties in excess of the maximum thresholds specified below within one calendar year immediately preceding the date of the Proposal. Proposer, its principals, officers or subsidiaries may annually contribute a maximum of \$300 each or up to the amount of reportable contributions as may from time to time be established by State or Federal Law for any purpose to any candidate for elective City office or current office holder, or \$500 to any City of Reading party committee, or municipal party committee within the City of Reading, or to a single or joint campaign account of a candidate committee, state or county political party or PAC. Any group of individuals, including principals, partners, and officers of the Proposer in the aggregate, may annually contribute a maximum of \$2,500 to all candidates for elective City offices and to officeholders with ultimate

responsibility for the award of the contract, and all City and state political parties, municipal party committees within the City of Reading and PACs.

I state that Hawk Valley Associates, PC understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal was submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading and subject to penalty of perjury.

Name: Jerome Skrincosky, AICP

By: *Jerome Skrincosky*
Authorized Signatory

Title: President
President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 9 DAY
OF July, 2021

Cristina Paff
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Cristina Paff, Notary Public
Berks County
My commission expires October 27, 2023
Commission number 1264417
Member, Pennsylvania Association of Notaries

My Commission Expires: October 27, 2023

1. a Name of Proposer: Hawk Valley Associates, PC (HVA)

b. Address and Zip Code of Proposer: 207 Maple Grove Road
Mohnton, PA 19540

2. If the Proposer is not an individual doing business under his own name, the Proposer has the status indicated below:

X a corporation organized under the laws of Pennsylvania

_____ a partnership organized under the laws of _____

_____ a limited liability company organized under the laws of _____

_____ a joint venture organized under the laws of _____

_____ other (explain) _____ organized under the laws of _____

3. If the Proposer is not an individual or a government agency or instrumentality, give date of organization: July 25, 2001

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:

a. If the Proposer is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock,

b. If the Proposer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

c. If the Proposer is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

d. If the Proposer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS & ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST
Jerome Skrincosky, AICP 207 Maple Grove Road Mohnton, PA 19540	Owner and President 100% of HVA

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Proposer (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Proposer, or more than 50% of the stock in a corporation which holds 20% of the stock of the Proposer).

NAME, ADDRESS & ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:

7. Is the Proposer a subsidiary of or affiliated with any other corporation or any other firm or firms?

YES X NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Proposer, and identify the officers and directors or trustees common to the Proposer and such other corporation or firm:

Subsidiary or Affiliated Entity Name	Address	Relationship to Proposer	Common Officers, Directors or Trustees

8. List the federal grant projects under Title I of the Housing and Community Development Act of 1974 (CPL93-383), as amended, in which the Proposer or any of the principals of the Proposer is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

Not Applicable

9. If the Proposer or a parent corporation, a subsidiary, an affiliate or a principal of the Proposer is to participate in the Project as a Subconsultant:

a. Name and address of such Subconsultant:

Name of Subconsultant	Address
McCarthy Engineering Associates, Inc.	555 Van Reed Road Wyomissing, PA 19610

b. Has such Subconsultant within the last 10 years ever failed to qualify as a responsible bidder or proposer, refused to enter into a contract after an award has been made, or failed to complete a contract?

☐ YES ☒ NO. If yes, explain:

c. Outstanding contract bids of such Subconsultant: Not Applicable

Awarding Agency	Amount	Date Opened
	\$	
	\$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subconsultant for the performance of the work or Services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subconsultant.

McCarthy Engineering Associates (MEA) shall provide engineering support services to the City of Reading through Hawk Valley Associates.

11. a. Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ☐ YES ☒ NO. If yes, explain: MEA Active Projects with City of Reading:

MEA currently has three (3) projects that have been submitted for review as

a Zoning Application or as a Subdivision/Land Development Plan Application

b. Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? YES X NO. If yes, explain:

CERTIFICATION

I (We) Jerome Skrinicosky, AICP certify that this Proposer's Statement for Public Disclosure is true, accurate and complete to the best of my (our) knowledge and belief(s) after reasonable inquiry.

DATED:

Jerome Skrinicosky
(SIGNATURE)

President

(TITLE)

207 Maple Grove Road

Mohnton, PA 19540
(ADDRESS & ZIP CODE)

DATED:

(SIGNATURE)

(TITLE)

(ADDRESS & ZIP CODE)

1 - If the Proposer is an individual, this Proposer's Statement for Public Disclosure should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2-Penalty For False Certification: It is unlawful to knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter to a public servant under Section 1001, Title 18, of the U.S.C. and Section 4904, Title 18 of the Pennsylvania Consolidated Statutes. Penalties may include a fine of not more than \$10,000, imprisonment of not more than five years, or both.

CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING


Proposer hereby certifies and represents that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Proposer and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Proposer shall be liable for all excess costs and other damages resulting from the termination).

Proposer: Hawk Valley Associates, PC

Name: Jerome Skrincosky, AICP

By: 
Authorized Signatory

Title: President
President or Vice President

Attest: 

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

Name: Hawk Valley Associates, PC

By: Jerome Skrincosky, AICP

Title: President

Jerome Skrincosky 7/12/2021

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "*Agreement*") is entered into and effective as of this 12th day of July, 2021, (the "*Effective Date*") by and between the City of Reading, a Pennsylvania municipal corporation (the "*City*"), and Hawk Valley Associates, PC, a Corporation within Pennsylvania (the "*Consultant*").

Background

The City desires to engage the Consultant for the delivery Engineering and Planning associated with Review Services ("*Project*") in accordance with the Scope of Services set forth in the Request for Proposals attached hereto as Exhibit "A" (collectively, the "*Services*").

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Engagement; Scope of Services. Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the Project on behalf of the City consistent with the terms of this Agreement.

2. Performance of Services.

(a) The Consultant shall perform the Services in accordance with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City's authorized representatives, employees and elected officials of the City, and the agents or other consultants of them in relation to the performance of their respective contractual obligations to the City. The City's retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant's compensation.

(b) The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services.

(c) The Consultant shall utilize a secure and private electronic data, information and document storage database (e.g., Microsoft SharePoint) established by the City for all documents or data used or created in connection with the Services ("*Electronic Database*"). The Consultant shall, consistent with the City's directions, promptly upload all documents or data used or created in connection with the Services to such Electronic Database when such documents or data are gathered, generated or prepared.

3. Compensation.

(a) The City shall pay the Consultant for the Services performed by the Consultant or its Subconsultants in compliance with the terms hereof in accordance with the schedule set forth on Exhibit "B", attached hereto and incorporated herein.

(b) Any services to be performed that are outside the scope of this Agreement shall be memorialized in a change order executed by the City and Consultant with a detailed description of the scope of work and identification of the change to the Consultant's compensation resulting therefrom. Consultant shall not be entitled to any compensation for preparing proposals, amendments or change orders associated with this Agreement.

(c) "Reimbursable Expenses" are set forth in Exhibit Band are in addition to compensation for Services. Reimbursable Expenses incurred by the Consultant or its Subconsultants shall be submitted to the City without markup and shall be directly related to the performance of Services for the Project.

4. Payments to the Consultant.

(a) Payments of undisputed amounts are due and payable within sixty (60) days after the City's receipt of an invoice from the Consultant. Undisputed amounts unpaid after sixty (60) days from the City's receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.

(b) By the 15th of each month, the Consultant shall submit a detailed invoice to City by electronic mail, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in Exhibit A), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project's Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.

(c) If the City determines that the Consultant's invoice lacks sufficient detail or inappropriately block bills, the City will notify the Consultant promptly. Consultant shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the City.

(d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the Consultant of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.

(e) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

5. Equipment and Supplies. The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to City.

6. Permits and Licenses. The Consultant shall pay all fees and procure all necessary licenses and permits needed to conduct the Services, without any markup. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

7. Term. This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the "Term").

8. Independent Contractor. The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9. Confidentiality and Non-Disclosure.

(a) In connection with the provisions of the Services to the City, the Consultant will have access to certain "Confidential Information" (as defined herein). For purposes of this Agreement, "Confidential Information" means all information of the City, (or information of another party which the City has in its possession) transmitted to the Consultant in connection with the performance of Services, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.

(b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City and the City, including their officers, elected officials, agents, and employees from all liability which may be incurred by reason of the Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees.

(c) Notwithstanding Sections 9(a) and 9(b), the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant's prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this Agreement. Notwithstanding Sections 9(a) and 9(b), the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary

for the Consultant to protect its interest in this Agreement, but in each case only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

(d) The Consultant understands that it is being retained to provide professional services to the City in connection with a matter that may be subject to litigation. The Consultant and its work product shall not be disclosed to any third parties without the City's prior consent or by an order of a court or governmental authority with jurisdiction.

10. Copyrights and Licenses.

(a) Drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City's request, the Consultant and/or its Subconsultants shall provide the City, the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services.

11. Insurance & Indemnity.

See Requests for Proposals, attached as Exhibit A.

12. Representations and Warranties.

(a) The Consultant represents that the Consultant possesses the training, skills and expertise necessary to perform the Services with the customary standards of the profession.

(b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.

(c) The Consultant represents and warrants that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services is to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.

(d) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

13. Correction of Services. The Consultant shall promptly correct any Services rejected by the City as failing to conform with the requirements of this Agreement, industry

standards, or applicable laws, in the City's reasonable discretion, whether discovered before or after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the Consultant shall pay the City all costs, expenses, losses and damages incurred by the City to make such correction.

14. Termination.

(a) The City may immediately terminate this Agreement if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.

(b) In the event the City terminates this Agreement pursuant to Section 14(a), the City may assess any attorneys' fees, professional fees, costs and expenses, including, but not limited to employee time attributable to said event, to the Consultant. The Consultant shall immediately reimburse the City for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the City incurs attorneys' fees, professional fees, costs or expenses of any kind in the City's attempt to enforce such provision, the Consultant shall be liable to the City for the same. In such event, the City may deduct such amounts from any fees required to be paid to the Consultant pursuant to this Agreement.

(c) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.

(d) If the City fails to make payments to the Consultant of any undisputed amounts due in accordance with this Agreement without just cause relating to the Consultant's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Consultant shall give sixty (60) calendar days' written notice to the City during which period City may cure its nonperformance by making payment of all sums due to Consultant and not in dispute.

(e) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully transfer the Services to another service provider or other third-party. The Consultant shall maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

15. Claims for Consequential Damages and/or Incidental Damages. The Consultant waives claims against the Owner for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the Owner's termination in accordance with Sections 14 or 16(c). Notwithstanding anything else to the contrary in this Agreement, the Owner shall have the right to recover consequential damages and/or incidental damages from the Consultant to the extent permitted by law.

16. Equal Employment Opportunity.

(a) During the performance of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other protected status under local, state, or federal law.

(c) In the event of the Consultant's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.

17. Employment of Certain Persons Prohibited. No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.

18. Subcontracts. The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "Subconsultant"), shall be bound by the conditions of the Agreement.

19. Right to Audit Records. The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. The Consultant and its Subconsultants shall retain such books and records for a period of three (3) years from the date of final payment under the Agreement unless the City otherwise authorizes in writing a shorter period.

20. Compliance with Applicable Laws and Standards. The Consultant shall strictly comply with all applicable federal, state, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards in its performance of Services.

21. Communicating with Governmental Agencies. Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.

22. Governing Law; Jurisdiction. This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

23. Entire Agreement. This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the more stringent terms shall govern.

24. Alterations, Modifications or Additions of the Services.

(a) The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted ("Additional Services"), the Consultant shall submit a proposal to the City setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated

with Additional Services unless it received such approval. If approved by the City, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

(b) The City shall pay the Consultant all compensation earned in the performance of Additional Services in accordance with Paragraph 4.

25. Waiver. No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

26. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

27. Assignment. This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.

28. Third Party Beneficiaries. The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant's Subconsultants as are available to the City hereunder. Furthermore, the parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant. The parties also acknowledge that the City shall be deemed a third party beneficiary of this Agreement and shall be entitled to rely on the quality of the Services rendered by the Consultant.

29. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by facsimile transmission with confirmation, to such party at its address set forth below:

If to the City:

If to the Consultant:

Hawk Valley Associates, PC
207 Maple Grove Road
Mohnton, PA 19540
610-775-7392

30. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

31. Survival. In the event of any termination of this Agreement, Sections 9, 10, 11, 13, 14, 31 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

32. Background. The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

33. Drafting of Agreement. The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waive the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.

34. Exhibits. Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity of the scope of services shall be resolved in favor of the performance of the greater degree, quantity or quality of services (as determined by the City).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

City of Reading:

By: _____
Name: _____
Title: _____

The Consultant:

Jerome Skrincosky

By: Hawk Valley Associates, PC
Name: Jerome Skrincosky, AICP
Title: President

City of Reading

Berks County, Pennsylvania

Hawk Valley Associates, P.C.

***Proposal for Professional Engineering
and Planning Review Services***

Statement of Qualifications

HVA Proposal Part 3 of 3

- ***HVA Corporate Overview***
- ***MEA Technical Qualifications***
- ***Professional Resumes of the HVA Project Team***
- ***References for HVA and MEA***

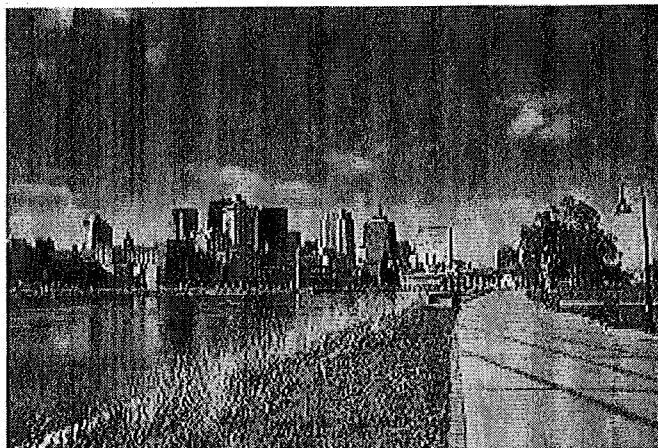


Corporate Overview of Hawk Valley Associates

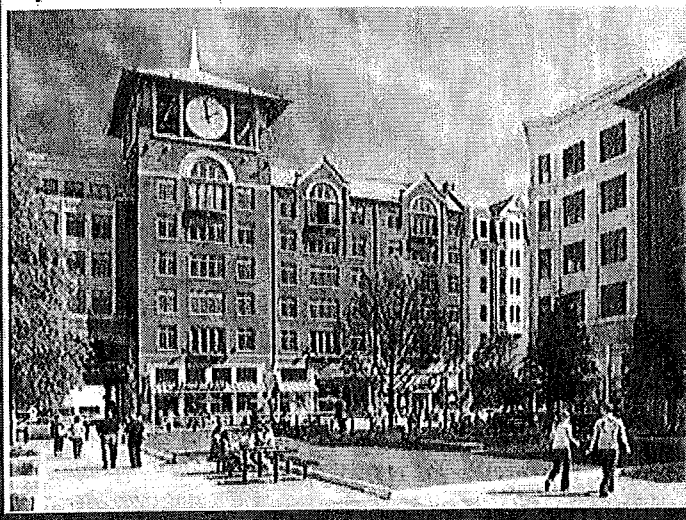
The planning profession of today is a complex, evolving and challenging discipline that requires innovation built upon a solid foundation. Hawk Valley Associates (HVA) has the experience, reputation and theoretical capabilities to take a conceptual idea or vision, conduct extensive background research, evaluate all feasible alternatives and recommend a final product that can be functionally utilized by our clients within their respective communities. **HVA pledges to "plan today for the needs of tomorrow".**

Jerome Skrincosky, AICP, is the President and Chief Operating Officer of HVA, which has been established as a professional corporation in July of 2001. As a nationally certified community planner with over thirty-six (36) years of professional experience, HVA has extensive proficiencies in the preparation, interpretation, coordination and analysis of:

- ♦ Municipal Planning and Consulting Services
- ♦ Municipal and Regional Comprehensive Plans
- ♦ Zoning Ordinances and Zoning Maps
- ♦ Subdivision/Land Development Ordinances
- ♦ Community and Fiscal Impact Assessment
- ♦ Strategic Corridor Plans and Overlay Districts
- ♦ Economic Development and Revitalization
- ♦ Park, Recreation and Open Space Plans
- ♦ Conservation Management and Preservation
- ♦ Transportation Planning and Design



In addition to these professional services, HVA has developed relationships with a number of accomplished professionals in the various fields of planning, engineering, surveying, transportation, architectural, geologic, recreation, conservation management and environmental science, thus enabling HVA to select and manage the best team for your specific community needs. HVA has the experience and reputation to successfully complete your project in an efficient and economical manner. We strive to devise creative and practical solutions that are uniquely suited for the needs of our clients as well as the residents and landowners within the community. HVA is prepared to take on any challenge to make your community a better place to live and work that will be appreciated for generations to come.



Hawk Valley Associates

**207 Maple Grove Road
Mohnton, PA 19540**

Telephone: (610) 775 - 7392

Mobile: (610) 823 - 2219

Email: Jerome@HawkValley.com

Website: www.HawkValley.com



J. Jerome Skrincosky, AICP
Hawk Valley Associates, P.C., President
Planning, Zoning and Community Development Consultant

Experience: Thirty-six (36) years of professional planning experience, including preparation and analysis of local and regional comprehensive plans; municipal ordinances; master site plans; streetscape and corridor enhancement plans; park, recreation and open space plans; community and fiscal impact assessment reports; economic development and revitalization plans; municipal sewage facility and water supply plans; and official maps. Possesses familiarity with planning, zoning and land use laws, which has been applied to a variety of projects with emphasis on community vision, assessment reports, community engagement, sustainability, fiscal impact assessment, and strategic action plans for implementation.

Planning Consultant: Served as municipal planning and zoning consultant for various municipalities. Responsibilities and activities included: attend municipal meetings and hearings; prepare ordinances and resolutions; review over 3,200 applications involving subdivisions, land developments, conditional uses, special exceptions, zoning variances and re-zoning; prepare special assessment studies; prepare and submit community grant applications; and provide expert testimony.

General Experience: Principal planning consultant for: 31 municipal comprehensive plans and master plans, 42 zoning ordinances, 24 subdivision and land development ordinances; 15 park, recreation and open space plans; 17 sewage and water supply plans; community development studies; adaptive reuse and redevelopment plans; economic development and corridor revitalization plans; conservation management plans; floodplain and stormwater management plans; and strategic action plans for community vision, implementation and capital improvements.

Education: Bachelor of Arts in Urban and Regional Planning from Bloomsburg University of Pennsylvania in 1985; with minors in geology and geography.
American Institute of Certified Planners (2001), AICP # 016466

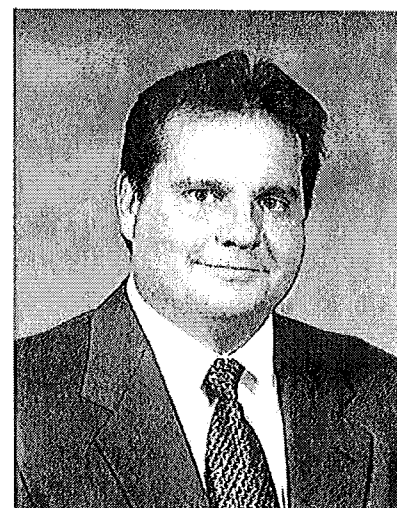
Memberships: American Institute of Certified Planners (AICP)
American Planning Association (APA) and Pennsylvania Chapter of APA
Center for Excellence in Local Government
Coalition for Smart Growth in Pennsylvania

Employment History:

July 25, 2001 - Present	Hawk Valley Associates, P.C. President and Principal Planner
2000 - 2001	ARRO Consulting, Inc. Senior Planner
1988 - 2000	Motley Engineering Company, Inc. Director of Planning Operations
1985 - 1988	Berks County Planning Commission

References: References shall be submitted upon request.

Contact Information: Email: Jerome@HawkValley.com





TECHNICAL QUALIFICATIONS

PRINCIPAL:

James C. McCarthy, P.E.

BACKGROUND:

McCarthy Engineering Associates, Inc. (McCarthy Engineering) with offices in Wyomissing and Pottstown, is a multi-disciplinary engineering, consulting, planning and environmental services firm. We provide services to industrial, commercial, health care, educational, governmental and residential clients throughout the northeast United States. Our firm's capabilities range from civil engineering, land development, structural design, water resource management, surveying and mapping to mechanical engineering, plumbing design, electrical engineering and fire protection design. Jim McCarthy incorporated the business in June 2000 with a vision to create a different kind of engineering firm; 20 years later McCarthy combines the latest technologies, the most knowledgeable associates, and out-of-the-box problem solving to complete client projects. McCarthy offers its clients a professional team that includes engineers, surveyors, and designers, many of whom have more than 30 years of individual experience in their areas of expertise. This knowledge has directly resulted in highly satisfied clients and hundreds of successful projects. McCarthy recognizes that our strength is found in our team members' knowledge and desire to provide timely and high quality service; this is the strong foundation upon which the company is built. The high ratio of repeat clients we see on an annual basis can be attributed to our philosophy of doing things right the first time and always on time.

MISSION:

McCarthy Engineering's mission is to deliver engineering excellence through relationships based on trust, communication and results.

STAFF:

Our team consists of Civil, Structural, Site, HVAC, Plumbing, Fire Protection, and Electrical engineers, Drafters, and a Surveyor.

REGISTRATIONS:

McCarthy Engineering licenses are currently held in the states of Arizona, Connecticut, Delaware, Florida, Georgia, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Vermont, Virginia and West Virginia.

The firm is an active member of the National Society of Professional Engineers (NSPE), Pennsylvania Society of Professional Engineers (PSPE) and the American Society of Civil Engineers (ASCE).

McCARTHY ENGINEERING ASSOCIATES, INC.

555 Van Reed Road, Wyomissing, PA 19610 | P: 610.373.8001 | MCCARTHY-ENGINEERING.COM

EXPERIENCE:

McCarthy Engineering has a broad base of experience in the design of multiple projects including fire departments, schools, universities, churches, healthcare facilities, municipalities, multi-family, laboratories, restaurants, and industrial buildings. Project sizes extend from small studies and simple renovations to multimillion-dollar high-tech constructions. Some of the Firm's projects that are more technical include clean rooms, hospitals, isolation rooms, testing and research labs, theaters for the performing arts, boiler and chiller plants, and energy conservation projects.

MCCARTHY ENGINEERING SERVICES:

- Mechanical
- HVAC
- Electrical
- Plumbing & Piping
- Structural
- Civil -Site Design
- Consulting
- Land Surveying
- CAD Design
- Stormwater
- Landscape Architect
- Wastewater
- Water Resource Management
- Governmental
- Environmental



Jim McCarthy, P.E.

President and CEO

Civil Engineer

EDUCATION:

Bachelor of Science, Civil Engineering, Widener University
Master of Science, Water Resource Engineering, Villanova University

Numerous courses in Land Planning and Municipal Planning Code

REGISTRATIONS:

Professional Engineer Licensed in PA, DE, MD, NJ, NY, CT, VA, FL,
TN, OH, AZ, NC, MI, WV, IL, IN

PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers,
Pennsylvania Society of Professional Engineers
Reading Chapter Society of Professional Engineers
American Society of Civil Engineers
Berks County Conservation District - Associate Director
Berks County Planning Commission—Board

SUMMARY:

As President and Founder of McCarthy Engineering Associates, Inc. for the past 30 years his areas of expertise includes civil engineering, multi-disciplinary engineering projects, municipal engineering. Jim currently represents 11 municipalities and municipal authorities as their municipal consulting engineer. During his 30-year career, Mr. McCarthy has been involved in all aspects of engineering consulting and design for both public and private sector clients.

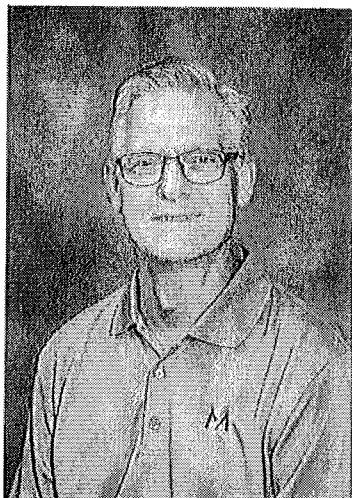
PROJECT EXPERIENCE:

Mr. McCarthy's experience in civil engineering is quite extensive, ranging from casinos, racing facilities, roadway and highway projects to industrial parks, retail centers, athletic stadiums and libraries. In addition, Mr. McCarthy has gained experience in the engineering aspects of administration buildings, community centers, police stations, schools, maintenance, salt storage buildings, composting facilities, solid waste transfer stations, waste water treatment and control buildings.

As a Municipal Engineer to numerous municipalities and authorities, Mr. McCarthy's project experience includes annual road programs, curb and sidewalk rehabilitation, handicap ramps, Penn DOT turn backs, bridge inspections, water systems, sanitary sewer systems, pumping stations, waste water treatment facilities, storm sewer upgrades, stream bank stabilization and annual maintenance programs. He also has extensive experience with PENNVEST projects, CDBG grants, DCED grants, park rehabilitation, roadway design and various other capital improvement projects.



Engineering Your Success



Christopher Falencki, P.E.

*Division Manager
Civil Engineer*

EDUCATION:

Bachelors of Science, Civil Engineering, Rutgers
University

REGISTRATIONS:

Professional Engineer Licensed in PA

PROFESSIONAL AFFILIATIONS

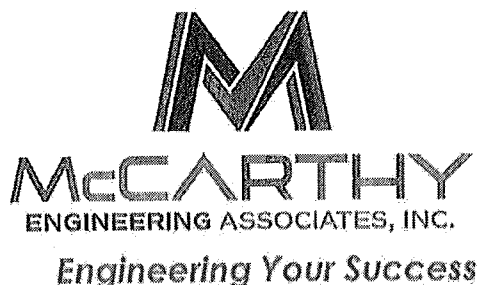
National Society of Professional Engineers,
Pennsylvania Society of Professional Engineers
Reading Chapter Society of Professional Engineers
American Society of Civil Engineers
Berks County Chamber of Commerce
Pennsylvania State Association of Township Supervisors
National Federation of Independent Businesses

SUMMARY:

Mr. Falencki was President and Founder of Weiser Engineering Consultants, LLC, for 24 years before joining McCarthy Engineering Associates, Inc. His area of expertise is civil environmental engineering including municipal improvement projects. During his 39-year career, Mr. Falencki has been involved in all aspects of civil engineering for both public and private sector clients as well as Expert Witness testimony. His experience also includes successful Grant procurement, State and Federal Permitting, Parks and Recreation and MS4.

SIGNATURE PROJECTS:

Honey Brook Borough, Chester County, PA - Streetscapes,
Maxatawny Township Municipal Authority, Berks County, PA - Waste Water Treatment Plant
and Area "A" Sanitary Sewers, Kutztown, Berks Co., PA
Honey Brook Borough, Chester County, PA - MS4
Maxatawny Township, Berks County, PA - Hottenstein Road LVR Reconstruction
Honey Brook Borough Authority, Chester County, PA - Waterline Replacement
Kings Management, Allentown, Lehigh Co., PA - Cedar Point
BARTA, City of Reading, Berks Co., PA - Penn Square Transportation and Development
BARTA, City of Reading, Berks Co., PA - Intermodal Transportation Facility
Blue Ball Garage, Blue Ball, Lancaster Co., PA
Shady Maple Smorgasbord, East Earl Township, Lancaster Co., PA
Village Greene, Honey Brook Township, Chester Co., PA



David K. Roberts

Water Resource Engineer

EDUCATION:

Bachelor of Science, Civil Engineering,
Penn State University

SUMMARY:

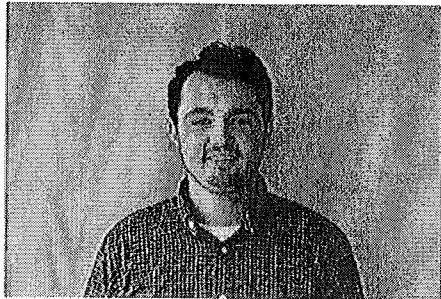
Mr. Roberts has worked with the team at McCarthy Engineering since 2015 and has experience in Civil Engineering and stormwater design for public and private projects. His experience includes a wide range of project types including commercial, residential, and industrial. Mr. Roberts has had extensive experience with the State and local municipalities in securing permits and approvals. Mr. Roberts' current responsibilities include stormwater design, Chapter 102/105 permitting, municipal bid projects.

PROJECT EXPERIENCE:

Green Valley West, Lower Heidelberg, PA
Reserve at Spring Pointe, Reading, PA
Comfort Inn, Gap, PA
Good Life Financial, Cumru, PA
Moove-in Self Storage, Amity, PA
Five Star International, LLC, Ontelaunee, PA
Perdue Driver's Depot, Ontelaunee, PA
Century Commerce Center, Northampton, PA



Engineering Your Success



Nicholas Perilli

Civil Engineer

EDUCATION:

Bachelor of Science, Civil Engineering,
Penn State University

SUMMARY:

After working in the construction industry for several years, Mr. Perilli joined the McCarthy team in the beginning of 2021. He has project experience in both the public and private sectors. His design experience includes small and large scale land development projects, including site development and stormwater. Mr. Perilli's current responsibilities include municipal bid management, state and local permitting, site visits, drafting, and ordinance review.

PROJECT EXPERIENCE:

Rutters Subdivision & Land Development, Maxatawny, PA
Mount Penn Municipal Building Roof Replacement, Mount Penn, PA
Marion Road Improvements Project, Stouchsburg, PA
Reading Parking Authority—Citywide Parking Relief, Reading PA
Valley Logistics Warehouse, Maxatawny, PA
Sturdybuilt Building Expansion, East Cocalico, PA
Flood Mitigation Grant, Wyomissing, PA
Tucker Tract, Maxatawny, PA
Municipal Ordinance Revisions, Mount Penn, PA

Municipal References for HVA Project Team

References for Hawk Valley Associates, P.C. (HVA)

Municipal Client	Project Assignment	Contact Information
City of Reading, Berks County, PA	Planning and Zoning Consultant	Jamal Abodalo, Director David Peris, Administrator Telephone: (610) 655-6505
	Zoning and SALDO Amendments	
Allen Township Northampton County, PA	Allen Township Comprehensive Plan	Ilene M. Eckhart Allen Township Manager Telephone: (610) 262-7012
	Allen Township Zoning Ordinance Amendments	
Exeter Borough, Luzerne County, PA	Community Vision Program and Survey	Deborah Serbin Exeter Borough Manager Telephone: (570) 684-3001
	Comprehensive Plan and Strategic Action Plan	
Northampton Township, Bucks County, PA	Municipal Planning Consultant	Robert M. Pellegrino, Manager Mike Solomon, Zoning Officer Telephone: (215) 357-6800
	Municipal Ordinances and Community Development	
Spring City Borough Chester County, PA	Spring City Planning and Zoning Consultant	Dennis Rittenhouse Spring City Borough Manager Telephone: (610) 948-3660
	Spring City Borough Plans and Ordinances	

References for McCarthy Engineering Associates, Inc. (MEA)

Municipal Client	Project Assignment	Contact Information
Wyomissing Borough, Berks County, PA	Municipal Engineer	Pat Brandenburg, Manager Jim Babb, Public Works Telephone: (610) 376-7481
	Wastewater and Water Engineer	
Kenhorst Borough, Berks County, PA	Municipal Engineer	Brian Cole, Manager Telephone: (610) 777-7327-12
	Municipal Authority Engineer	
Maxatawny Township, Berks County, PA	Municipal Engineer	Allen Leiby, Chairman Board of Supervisors Telephone: (610) 683-6518
	Municipal Authority Engineer	
Mt. Penn Borough, Berks County, PA	Municipal Engineer (MEA)	Troy Goodman, President Mt. Penn Borough Council Telephone: (610) 779-5151
	Zoning and SALDO (HVA)	
Honey Brook Borough Chester County, PA	Municipal Engineer	Jessica Curtis, President Honey Brook Borough Council Telephone: (610) 273-2020
	Municipal Authority Engineer	

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP: Engineering and Planning Review
Services

DUE DATE: July 14, 2021
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Q1. Is there an opportunity to extend the contract time?

A1. *The initial contract term is anticipated to run through December 31, 2021, and may be extended for a period of twelve (12) months by written agreement between the City and Consultant.*

Q2. To what extent is detailed traffic engineering review expected?

A2. *The Consultant will be required to provide traffic engineering to the extent stated in City ordinances with respect to subdivision and land development traffic planning. This would include, but not limited to, the SALDO and Zoning ordinances that relate to traffic planning. Other ordinances, such as Chapter 508 Streets and Sidewalks, would apply where those ordinances should be considered during the planning stage. The consultant will be expected to determine when a traffic impact study is needed, and shall provide experienced advice related to the review of impact studies and parking studies with an emphasis on traffic safety and traffic congestion reduction. The Consultant shall provide review of the developer's traffic signal permits during the land development phase. The Consultant will not be required to manage city street vacations, conduct field surveys, or provide traffic signal or intersection designs.*

Q3. Relative to Act 537 compliance and planning modules, to what extent will City staff provide conveyance and treatment capacity information?

A3. *The Consultant will be expected to evaluate land development plans to determine when DEP sewer planning is required, and shall advise the developer of what documentation is required to be provided. The Consultant shall coordinate closely with Public Works during the planning process. For those applications where sewer planning is required, the Consultant shall review and relay the conveyance and treatment components from the developer to Public Works for processing. Public Works will complete the conveyance and treatment engineering, will prepare and process the requisite resolution through City Council, and will return the completed components back to the Consultant. The Consultant shall ensure that the developer properly completes all of the planning modules and submits a complete module package to the DEP. The Consultant shall notify Public Works when the submission is made to PA DEP and when additional information is required for DEP approval. It is assumed that all documentation*

will be handled electronically.

Q4. To what extent will the consultant be expected to provide daily construction observation for developer improvements for which financial security has been provided?

A4. The Consultant is expected to conduct all necessary field inspections for the required improvements in accordance with the terms of the Developer's Improvement Agreement. The Consultant shall provide a written report to the City Engineer of the condition of the improvements and shall make recommendations as to whether the work is acceptable. Continuous inspection is not required, but it will be the Consultant's responsibility to coordinate with the developer and their contractor to determine the best schedule for conducting the field inspections.

Q5. What turnaround time will be expected for plan reviews, from the date a submission is received to the date a review letter is issued?

A5. Application reviews will be expected within a reasonable period to allow the City to comply with all relevant deadlines in its ordinances and the Municipalities Planning Code. Typical review time should be provided within fourteen (14) days; however, a shorter turnaround period may be required in some cases.

Q6. Will the selected consultant be allowed to prepare Land Development and/or Subdivision Plans for projects in the City, with the understanding that another entity (not the consultant) would review the plans in those cases?

A6. The City may agree to allow consultants to prepare subdivision and/or land development application for projects in the City, subject to advance approval by the City and appropriate steps for recusal.

Q7. Is the City amenable to the submission of legal exceptions to the Terms and Conditions of the template Agreement with our Proposal or will any potential Agreement negotiations be addressed subsequent to selection?

A7. The Proposal should include any proposed exceptions to the template Agreement, which the City will consider in making its selection.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)_____

Authorized Signature _____

Title _____

Name (Type or Print)_____

Date _____

Exhibit B

Service Compensation Schedule

Section 4: Cost Proposal

The following chart represents an itemized cost estimate for the professional services described under Section 3 (Scope of Services) of this Proposal.

Itemized Cost Proposal for Planning, Zoning and Engineering Services (2021 – 2022)						
Tasks, Activities and Professional Services	HVA Project Team Hourly Rate Schedule (2021 and 2022)					
	Certified Planner	Senior Engineer	Staff Engineer	Landscape Architect	Survey Crew	Clerical Assistance
Task 1: Planning and Zoning Refer to Tasks 3.1	\$90	-----	-----	-----	-----	-----
Task 2: Engineering Refer to Tasks 3.2	\$90	\$130	\$110	-----	\$110	-----
Task 3: Meetings Refer to Tasks 3.3	\$90	\$130	\$110	\$120	-----	-----
Task 4: Other Services Refer to Tasks 3.4	\$90	\$130	\$110	\$120	\$110	\$50
<p>Notes Relating to the Itemized Cost Estimate:</p> <p>(1) Hawk Valley Associates (HVA) and McCarthy Engineering Associates (MEA) shall join efforts to provide professional planning, zoning and engineering services to the City of Reading.</p> <p>(2) Unless otherwise specified by this Proposal or Consulting Agreement, all work shall be completed by the HVA Project Team in accordance with Section 3 (Scope of Work).</p> <p>(3) Jerome Skrincosky, AICP shall be designated as the "Certified Planner" who shall coordinate all professional services between the City of Reading, HVA and MEA at a rate of \$90 per hour.</p> <p>(4) Jim McCarthy, PE and Chris Falencki, PE of MEA shall be designated as "Senior Engineers" who shall manage and oversee all engineering services and general support services provided by MEA at a rate of \$120 per hour..</p> <p>(5) Dave Roberts and Nick Perilli of MEA shall be designated as "Staff Engineers" who shall work under the direction of a "Senior Engineer" from MEA at a rate of \$110 per hour.</p> <p>(6) Unless otherwise requested, Jerome Skrincosky, AICP shall attend all City of Reading Planning Commission Meetings.</p> <p>(7) Professional services that pertain to "Landscape Architect", "Survey Crew", "Clerical Assistance" and/or "other services" shall be provided to the City of Reading upon request and authorization by the City of Reading.</p> <p>(8) Reproduction costs shall be provided by HVA at no charge to the City of Reading.</p> <p>(9) Mapping, graphic art services and photographic simulations can be provided to the City of Reading at an additional fee.</p> <p>(10) The project costs shall not include any overhead fees or expenses for billing, administration, travel, communications, postage, photographs and reproduction. Unless specifically noted, HVA does not charge for overhead services.</p> <p>(11) Payment for all services shall be paid within 60 days of the Invoice date issued to the City of Reading.</p>						